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Filed August 28, 1987; bk 2044, Pg 453

DECLARATION OF PROPERTY OWNERS ASSOCIATION
FOR PARK PLACE ADDITION AND
PARK PLACE ADDITION SECTION TWO

This declaration, made this 28th day of august 1987, by A.M.C. developers Inc., a corporation, hereinafter referred to as DECLARANT and Heritage Fine Homes Inc., a corporation.

WHEREAS, Declarant and Heritage Fine Homes, Inc., a corporation collectively are the owners of certain real property located in Norman, Cleveland Counts, State of Oklahoma which is more particularly described as follows:

NAME OF OWNER:

Heritage Fine Homes, Inc., a corporation A.M.C. Developers, Inc., a corporation

PROPERTY OWNED

Lot 1, Block 4, PARK PLACE ADDITION SECTION TWO to Norman, Oklahoma according to the recorded plat thereof

All of the balance of PARK PLACE ADDITION and PARK PLACE ADDITION SECTION TWO (except Lot 5, Block 4, PARK PLACE ADDITION), to Norman Oklahoma, according to the recorded plat thereof

WHEREAS, Declarant has caused the above described real property to be platted under the names of "Park Place Addition" and "Park Place Addition Section Two", and intends to create thereon a community which provides for common upkeep of certain entrances/rights of way/medians/common area fences/landscaping/sprinkler systems within the addition; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance, upkeep, improvement and administration of the community and its entrances/rights of way/median/common area fences/landscaping/ sprinkler systems and all improvements now existing or hereafter erected thereon and to establish and create an entity and agency for such purpose and for the purpose of administering and enforcing the covenants and restrictions hereinafter set forth and collecting and discerning the assessments and charges hereinafter created; and

WHEREAS, there will be incorporated under the laws of the State of Oklahoma as a non-profit corporation, Park Place Property Owners Association, Inc., for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article II hereof is and shall be held, occupied, sold and conveyed subject to the easements, covenants, restrictions, dedications, charges and liens hereinafter set forth, all of which are for the purpose of

enhancing and protecting the value, desirability and attractiveness of the real property and all of which shall run with said real property and shall be binding on all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. The following words, when used in this declaration or any supplemental declaration, shall, unless the context shall not permit, have the following meanings:

- A. "Association" shall mean and refer to Park Place Property Owners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Properties" shall mean and refer to that certain real property described in Article II hereof.
- C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation
- D. "Common Area" shall mean all property described as:
 - I. Public median located at the entrance of Park Place Addition from 12th Avenue N.E. and located on Central Parkway;
 - II. Public right of way lying on the east side of 12th Avenue N.E., Norman, Oklahoma lying between said street and the rear lot lines of Park Place Addition, and running the entire length of said Park Place Addition;
 - III. All common area fences installed by Declarant, whether the same be on, or adjacent to the above mentioned public rights of way
- E. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the common areas
- F. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or common area.
- G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.
- H. "Street" shall mean any street, lane, drive, boulevard, road, place, manor, terrace or public way as shown on the attached plat.
- I. "Building limit line" shall mean the line so designated on the attached plat, or in this Declaration. No building or structure will be allowed to be constructed between this line and the property line.
- J. "Person" shall mean an individual, corporation, partnership, Association, trust or other legal entity or any combination thereof.
- K. "Dwelling Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- L. "Fences" shall mean the following where the context so indicates:
 - 1. "Adjoining fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

2. "Common area fences" shall refer to any fence on a lot which is adjacent to, abuts, or borders any common area.
 3. "Association fences" shall refer to any fences erected or placed on any lot or common area.
 4. "Public Fence" is any fence adjacent to, abutting upon or bordering areas dedicated to the public
- M. "Developer" and "Declarant" shall refer to A.M.C. developers Inc., a corporation, its successors or assigns.
- N. "Development" shall mean the real property described in Article II hereof within Park Place Addition and Park Place Addition Section Two to Norman, Oklahoma, a copy of which is attached hereto.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this declaration is located in the City of Norman, Cleveland County, State of Oklahoma, and is more particularly described as follows:

All of Park Place Addition and Park Place Addition Section Two (with the exception of Lot 5, Block 4, of Park Place Addition) to Norman Oklahoma according to the recorded plat thereof.

ARTICLE III MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

Section 1. Every person who is a record owner of a fee or undivided interest in a lot in the development shall be a member of the association; provided that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member. Ownership of such lot shall be the sole qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all the owners of lots with the exception of the Declarant. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one vote for each lot in which it holds the interest required for membership by Section 1 of this Article III. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. If one dwelling unit is constructed on two or more lots only one Class A membership will be assigned to such lots containing the single dwelling unit.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three votes for each lot in which Declarant or Developer holds the interest required for membership by section 1 of this Article III.

Section 3. Each class of members shall be entitled to vote as a class, only when the proposal to be voted in:

- a. provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article V hereof;

- b. Provides for special assessments for capital improvements to be assessed against the particular class;
- c. Provides for the merger, consolidation, liquidation or dissolution of the Association;
- d. Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge, or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair any or all part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets of properties of the Association;
- e. Provides for the election of directors by the Association in accordance with the by-laws of the Association.

ARTICLE IV PROPERTY RIGHT IN THE COMMON AREAS

Section 1. MEMBERS EASEMENTS OF ENJOYMENT. No member of this Association shall have any right or enjoyment of the common area, other than a co-equal right to use such rights of way as are consistent with any other right of way, and it being understood that this association is being formed solely for the purpose of the upkeep, repair, and maintenance of such common areas which are essentially public rights of way and common area fences.

Section 2. The Association shall control, maintain, repair, manage and improve the common areas and common area fences as provided in this declaration and in its articles of incorporations and by-laws. The common area fences may be partially or totally located on respective lot owners' property. In that regard, the Association shall, at all times, have a perpetual easement and right to enter upon such respective lot owners' property for the purpose of the repair, maintenance, and upkeep of such common area fence. Such right and power of control and management shall be exclusive.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such as assessments to be fixed , and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that notice of such lien is filed of record by the Declarant, the Association or any owner. Each such assessment, together with such interest, costs, and reasonable attorney's fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless the lien above mentioned rising by reason of such assessment shall continue to be a charge and lien upon the land as above provided. All assessments shall be equal as to each lot, regardless of size.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of certain entrances/rights of way/medians/common area fences/landscaping/sprinkler systems within the addition devoted to this purpose and related to the Common Areas, the cost of labor , equipment, and materials for the maintenance of Common Areas and common area fences.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Beginning January 1st of the year immediately following the filing of this Declaration with the county Clerk of Cleveland County, OK the Maximum Annual Assessment shall be as follows:

Class A Member: \$50.00 per year

Class B Member: \$50.00 per year

From and after January 1st 1988, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership.

From and after January 1st 1988, the maximum annual assessment may be increased above twenty (20%) provided that any such increase as to any class shall have the assent of a majority of the members, of such class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out the purpose of the meeting shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting

After consideration of current costs and future needs of the Association, the Board of Directors may fix the Annual assessment at an amount not in excess of the maximum herein provided.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area and common area fences, including the necessary fixtures and personal property related thereto; provided, that any such assessment as to any class shall have the assent of at least two-thirds (2/3) of the members of such class pursuant to votes cast at a meeting duly called for this purpose of the meeting shall be sent to all members of such class not less than ten (10) or more than sixty (60) days in advance.

Section 5. QUORUM FOR MEETINGS. At any meeting of the members of the Association, the presence at the meeting of members or written proxies entitled to cast a majority of all the votes of the membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the members present, though less than a quorum, may give notice to all members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever members are present shall constitute a quorum.

Section 6. COMMENCEMENT DATE OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence and be due as to each lot on the first day of January, 1988, and be payable in the advance at the beginning of each year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which will be sent to every owner subject thereto. The Association shall, upon demand at any time, furnish to any owner liable for the said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for issuance of these certificates.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid when due shall become delinquent and shall, together with interest thereon from the due date of ten (10) % percent per annum, reasonable attorneys' fees and costs of collection thereon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law against the owner to recover the amount for which he may become liable and/or may foreclose the lien against the property. No owner may waive or

otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot.

Section 8. SUBORDINATION OF LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or other mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. EXEMPT PROPERTY. The following property, subject to this declaration, shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The common areas; and
- C. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any land or improvements devoted to a dwelling shall not be exempt from said assessments.

ARTICLE VI ENFORCEMENT BY ASSOCIATION.

Developer has heretofore filed with the County Clerk of Cleveland County, Oklahoma on June 4, 1987, in Book 2024, Page 869, Cleveland County records, a certain "Owners Certificate, Dedication and Reservations" as to Park Place Addition and Park Place Addition Section Two to Norman, Oklahoma, according to the recorded plat thereof. It shall be the right and duty of the Association to enforce all the terms and conditions set forth in such document.

ARTICLE VII

Section 1. The covenants and restrictions contained in this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this instrument, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of three-fourths ($\frac{3}{4}$) of the lots herein platted, may, at the end of such twenty (20) years term or at the end of any successive ten (10) year period after thereafter, by a written instrument, signed by all of such persons, vacate or modify all or any part of this declaration and the covenants herein contained.

ARTICLE VIII

Section 1. RIGHT TO EXPAND. Developer owns other real property that is bordering, near or adjacent to the Park Place Addition and/or Park Place Addition Section Two property. Upon and in the event, in the future, the Developer, or its successors and assigns, plats subsequent additions adjacent, near or bordering Park Place Addition and/or Park Place Addition Section Two, and in which there are any rights of way/entrances/medians/commons areas in such additional additions, Developer shall have the right and authority, by supplementary declaration, to annex such additional real property to this Declaration. The same will be in the form of a supplementary declaration, be in writing, and contain the following:

- A. Description of the land to be annexed;
- B. A description of any entrances/rights of way/medians/ common areas to be included.

Upon filing the above mentioned Declaration, all existing lot owners covered by this Declaration within Park Place Addition and Park Place Addition Section Two, and future lot owners of the property to be annexed shall be bound by this Declaration and such supplementary declaration terms and conditions.

ARTICLE IX

RIGHT TO ASSIGN. The Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements, and conveyance being made, its assigns or grantees may, at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times. As those directly reserved by them or it in the instrument.

ARTICLE X

AMENDMENTS.

Section 1. Developer, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to the Declaration at any time and from time to time which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, The Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, The Department of Housing and Urban Development, The Federal Housing Association, The Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence or obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

Section 2. This declaration of Covenants, Conditions, and Restrictions for the Park Place Addition and Park Place Addition Section Two may be amended at any time upon an affirmative vote of three- fourths (3/4) of the voting membership upon a meeting held for such purpose.

ARTICLE XI

Section 1. NOTICES. Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

ARTICLE XII

Section 1. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII

Section 1. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

In witness whereof, the declarants have set their hands and seals this 28th day of August, 1987-